

PROJECT SPONSOR AGREEMENT

City Manager's Office
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6620



Agreement #: 2964

**AGREEMENT BETWEEN
THE CITY OF MENLO PARK AND PENINSULA INNOVATION PARTNERS, LLC**

THIS AGREEMENT made and entered into at Menlo Park, California, this 6/3/2020,
by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as
"CITY," and PENINSULA INNOVATION PARTNERS, LLC, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, Peninsula Innovation Partners, LLC on behalf of Facebook, Inc. proposes to redevelop the property addressed 1350-1390 Willow Road, 925-1098 Hamilton Avenue, and 1005-1275 Hamilton Court (Assessor's Parcel Numbers 055-440-350, 055-440-210, 055-440-110, 055-440-300, 055-440-130, 055-440-190, 055-440-090, 055-440-230, 055-440-310, 055-440-260, 055-440-330, 055-440-320, 055-440-050, 055-440-030, 055-440-010, 055-440-040, 055-440-020), Menlo Park, with approximately 126,500 square feet of retail including a grocery store, pharmacy, and restaurant uses, a minimum of 1,500 housing units, a limited service hotel of approximately 200 rooms, and office buildings totaling approximately 1,750,000 square feet. The project would result in a net increase of 1,000,000 square feet of commercial uses at the site (excluding retail and hotel uses). The site would be constructed in phases, hereinafter referred to as the "Willow Village Project"; and

WHEREAS, the City has determined that the preparation of a Water Supply Assessment, hereinafter referred to as the "WSA" is required;

WHEREAS, the Consultant is licensed to perform said services and desires to undertake to perform said services in accordance with the terms set forth in Exhibit A-1.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

1. SCOPE OF WORK

The City in its sole discretion has selected West Yost Associates, Inc., (the "Consultant") to prepare the Water Supply Assessment (WSA), as described in Exhibit A-1.

2. COMPENSATION AND PAYMENT

The City in its sole discretion has determined that the amount of compensation to be paid to the Consultant shall not exceed the sum of \$40,400 for the preparation of the Water Supply Assessment; and

The amount of such compensation to be paid to the Consultant by the Project Sponsor shall be the sole sources of compensation to the Consultant for the work on the WSA and, therefore, shall be paid solely from City funds by the City; and

The Project Sponsor agrees (a) to pay the City the sum up to \$40,400 for the preparation of the WSA, (b) to bear the sole financial responsibility for defending any lawsuit challenging the Project on any ground, and (c) to defend and indemnify the City against any such lawsuit, including attorney's fees and costs incurred as a result thereof; and

Upon completion or abandonment of the Project, all sums paid to the City by the Project Sponsor, under the terms of this Agreement shall be refunded to the Project Sponsor, pro-ratably, if the sum has not been paid by the City and is not due to the Consultant.

3. SCHEDULE OF WORK

Upon receipt of a fully executed Project Sponsor Agreement by Peninsula Innovation Partners, LLC, and receipt of payment, the City shall enter into the contract with Consultant and shall monitor the performance by the Consultant of the contract for the preparation of the WSA, which shall be prepared in accordance with the industry standards. The City's obligation shall be limited to normal contract monitoring and shall not include City Attorney or other review of the legal adequacy of the WSA. The Consultant shall conduct research and arrive at conclusions independently of the control and direction of the City or any City official other than normal contract monitoring. The Project Sponsor shall have no control or direction of the work of the Consultant.

4. NOTICE

All notices hereby required under this Agreement shall be in writing and delivered in person or sent as set forth in Section 6 below. Notices required to be given to CITY shall be addressed as follows:

Kyle Perata
Community Development
701 Laurel Street
Menlo Park, CA 94025
650-330-6721
ktperata@menlopark.org

Notices required to be given to FIRST PARTY shall be addressed as follows:

Brian Zubradt
Peninsula Innovation Partners, LLC
c/o Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
zubradt@fb.com

Provided that any party may change such address by notice, in writing, to the other party and thereafter notices shall be addressed and transmitted to the new address.

5. OWNERSHIP OF WORK PRODUCT

Work products for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY and the FIRST PARTY.

6. TERMINATION OF AGREEMENT

It is understood and agreed that the City has no responsibility for the legal adequacy of the WSA and that the legal adequacy of the WSA is the sole responsibility of the Project Sponsor and its attorneys, and that the City may terminate this Agreement upon 10 days written notice.

If the FIRST PARTY, in writing, withdraws all applications for discretionary land use entitlements for the Project or states its intent not to proceed with the Project (a "Withdrawal Notice"), then City agrees to give a 10-day termination notice to the Consultant after receipt of the Withdrawal Notice. The Project Sponsor shall remain responsible for all costs incurred by the Consultant prior to the effective date of the termination notice. All notices under this Agreement shall be given in writing by overnight mail or overnight private courier to the address in Section 4 "Notice" and shall be deemed received the next business day following delivery to the U.S. Postal Service or private courier.

7. ENTIRE AGREEMENT

This document constitutes the sole agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this agreement must be in writing and signed by the appropriate representatives of the parties to this agreement.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR FIRST PARTY:

DocuSigned by:
Brian Zubradt
C5D25A95392A4C3...

Signature

Brian Zubradt

Printed name

Tax ID36-4808879

Tax ID#

6/3/2020

Date

Head of Mixed-Use Development

Title

APPROVED AS TO FORM:

DocuSigned by:
Cara E. Silver
CD6C53C794F6491...

Cara E. Silver, Interim City Attorney

6/3/2020

Date

FOR CITY OF MENLO PARK:

DocuSigned by:
Starla Jerome-Robinson
6BD907BD261744C...

Starla Jerome-Robinson, City Manager

6/3/2020

Date

ATTEST:

DocuSigned by:
JAA
39280A20D0BE491...

Judi A. Herren, City Clerk

6/3/2020

Date



April 9, 2020

SENT VIA: EMAIL

Mr. Kyle Perata
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

SUBJECT: Proposal for Engineering Services – Preparation of a Water Supply Assessment for the Proposed Facebook Willow Village Project

Dear Kyle,

As requested, the following is West Yost Associates' (West Yost) proposed Scope of Work to provide the City of Menlo Park (City) with engineering services related to the preparation of a Water Supply Assessment (WSA) for the proposed Facebook Willow Village Project (Proposed Project) located in Menlo Park, California, and within the Menlo Park Municipal Water (MPMW) service area.

PROJECT UNDERSTANDING

Facebook has developed a master plan for the Proposed Project area that will redevelop an existing commercial/industrial space with a new 59-acre mixed-use neighborhood providing housing, retail hub, grocery store, hotel and outdoor and open space. Proposed development includes, but is not limited to, the following:

- 1.75 million square feet of office space
- 125,000 to 200,000 square feet of retail space
- Up to 1,735 housing units
- A 250-room hotel
- Open space, parks and linkages to regional trails

California Senate Bill 610 (SB 610) amended state law, effective January 1, 2002, to improve the link between information on water supply availability and certain land use decisions made by cities and counties. SB 610 sought to promote more collaborative planning between local water suppliers and cities and counties, requiring detailed information regarding water availability to be provided to the city and county decision-makers prior to approval of specified large development projects. The purpose of this coordination is to ensure that prudent water supply planning has been

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conducted and that planned water supplies are adequate to meet existing demands, anticipated demands from approved projects and tentative maps, and the demands of proposed projects.

SB 610 amended California Water Code sections 10910 through 10915 (inclusive) to require land use lead agencies to:

- Identify any public water purveyor that may supply water for a proposed development project; and
- Request a WSA from the identified water purveyor.

The purpose of the WSA is to demonstrate the sufficiency of the purveyor's water supplies to satisfy the water demands of the proposed project, while still meeting the water purveyor's existing and planned future uses. Water Code sections 10910 through 10915 delineate the specific information that must be included in the WSA.

The Proposed Project will be served by MPMW's existing potable water system. Based on the description of the Proposed Project, a WSA will be required in compliance with the requirements of SB 610.

Our proposed Scope of Work to prepare the WSA is described below.

SCOPE OF WORK

Task 1. Evaluate Potable Water Demands for Buildout of the Proposed Project

MPMW evaluated future water demands for future planned development in the Bayfront Area, including the Proposed Project site, in a 2016 Water Supply Evaluation (2016 WSE) prepared for ConnectMenlo, which updated the City's General Plan land use and circulation elements. These future water demands were accounted for in MPMW's 2015 Urban Water Management Plan (2015 UWMP). In this task, West Yost will review the current development plans for the Proposed Project and calculate potable water demands for the Proposed Project, and compare those with water demands previously calculated in the 2016 WSE and included in MPMW's 2015 UWMP.

Task 1-1. Review Available Data

Under this task, West Yost will review available data on the Proposed Project, including the number and type of proposed commercial buildings, square footages of non-residential buildings, number of stories, anticipated occupancy, anticipated landscape area, recycled water use areas, etc.

Task 1-2. Calculate Water Demands for Proposed Project

Based on the information collected and reviewed in Task 1-1, West Yost will calculate the potable water demands for buildout of the Proposed Project. Previous water demand projections prepared for MPMW's Water System Master Plan (WSMP) will be reviewed to assess any changes in the projected demands within the Water Analysis Zone in which the Proposed Project is located.

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West Yost will also coordinate with the City and Project Proponents to understand any water conservation measures to be incorporated into the Proposed Project, including water efficient fixtures and landscaping which may reduce potable water use at the Proposed Project site, and/or any plans for on-site treatment and reuse of wastewater which may result in potable water demand offsets. MPMW does not currently supply non-potable (recycled water), and no non-potable water demand projections are included in MPMW's 2015 UWMP. As such, no non-potable (recycled water) demands for the Proposed Project will be assumed to be met by MPMW (except those met through on-site treatment and reuse of wastewater).

The calculated potable water demands for the Proposed Project site will be compared with those calculated for the 2016 WSE and included in MPMW's 2015 UWMP.

Task 1 Deliverables: West Yost will submit preliminary potable water calculations for the Proposed Project to MPMW for review and comment prior to proceeding with Task 2. West Yost has budgeted one meeting with MPMW staff to discuss comments on both the preliminary potable water demands.

Task 2. Prepare Water Supply Assessment

West Yost will prepare a WSA for the Proposed Project in accordance with the requirements of SB 610 (as adopted in the California Water Code as Sections 10910-10915). The WSA will be based on information provided by the City and Project Proponents.

Projected potable water demands for the Proposed Project will be based on those calculated in Task 1. The existing and future water supply quantities and supply reliability will be as documented in the MPMW's 2015 UWMP, and will incorporate supplemental information provided by the San Francisco Public Utilities Commission (SFPUC) regarding the potential water supply impacts resulting from amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary which were adopted by the State Water Resources Control Board in December 2018.

The WSA will include the following:

- A description of the Proposed Project, including location, overall area, number of parcels, type of proposed development, and proposed phasing, if applicable;
- An estimation of the total water demand associated with buildout of the Proposed Project (no phasing will be evaluated in the WSA);
- A description of MPMW's current and future water supply and demand conditions, including supply entitlement and contractual amounts, supply reliability under varying hydrologic condition, and existing and anticipated future water demands;
- A description of determinations as required by SB 610, including:
 - If the Proposed Project is subject to the requirements of the California Environmental Quality Act (CEQA),
 - If the Proposed Project meets the SB 610 definition of a Project,
 - Identification of MPMW as the responsible water system, and

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- If MPMW's 2015 UWMP includes the water demands for the Proposed Project.
- A water supply assessment for the Proposed Project including the following:
 - Identification of existing water supplies for the Proposed Project and demonstration that said supplies exist,
 - If inadequate supplies exist, identification and evaluation of options to meet water supply deficit,
 - Evaluation of the sufficiency and reliability of the proposed supply for the Proposed Project,
 - Identification of any potential conflicts that may arise from the exercise of water supply entitlements required for the Proposed Project, and
 - Proposed use and sufficiency of groundwater supplies (based on existing available data and studies).
- A determination of sufficiency of existing and future supply for the Proposed Project in accordance with the requirements of SB 610.

Task 2 Deliverables: Three hard copies of the Draft WSA Report, as well as one electronic copy (in PDF format), will be submitted to the City for review and comment. West Yost will attend one review meeting to discuss comments on the Draft WSA Report. Following receipt of comments on the Draft WSA Report, West Yost will prepare and submit three hard copies and one PDF copy of the Final WSA Report.

Task 3. Project Management, Meetings and Coordination

West Yost will keep City staff informed as to progress on the above tasks via regularly scheduled conference calls. During the conference calls, West Yost will report on progress for on-going tasks and discuss any issues being encountered.

As described in the tasks above, West Yost also anticipates in-person meetings with the City and Project Proponents at key milestones of this Project. Meetings at the following milestones are anticipated and included in this Scope of Work:

- One project kickoff meeting to discuss the approach for the preparation of the WSA;
- One meeting at the completion of Task 1 to discuss the potable water demand calculations for the Proposed Project;
- One meeting at the completion of Task 2 to discuss any questions or comments on the Draft WSA for the Proposed Project; and
- Attendance at the City of Menlo Park Council Meeting when the Final WSA is considered for adoption to be available to respond to any questions that may arise.

Additional meetings beyond those described above are not included in this Scope of Work but could be added with an approval and associated budget augmentation by MPMW.

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Optional Task 4: Prepare a Supplemental Memo to Demonstrate Consistency with the MPMW's 2020 UWMP

It should be noted that SB 610 requires that the most recent adopted UWMP must be referenced in the Water Supply Assessment. Currently, the most recent UWMP is MPMW's 2015 UWMP which was adopted by the City in May 2016. The next update to MPMW's UWMP, the 2020 UWMP, will be due to the California Department of Water Resources by July 1, 2021.

Based on the project timeline, it is possible that MPMW's 2020 UWMP may be adopted before the Proposed Project is approved. If this is the case, revisions to the Water Supply Assessment may be required to demonstrate consistency with MPMW's 2020 UWMP. For budgeting purposes, it is assumed the Water Supply Assessment will be completed prior to the City's adoption of a 2020 UWMP and will be based on MPMW's 2015 UWMP. However, if approvals for the Proposed Project extend beyond the City's adoption of its 2020 UWMP, a supplemental memorandum may be required and would be prepared under this optional task to describe the changes in the 2020 UWMP and how it impacts the findings in the Water Supply Assessment.

Optional Task 4 Deliverables: Supplemental memo to demonstrate consistency with MPMW's 2020 UWMP (if approvals for the Proposed Project extend beyond City Council's adoption of MPMW's 2020 UWMP).

BUDGET

West Yost will perform the basic Scope of Work described above on a time-and-materials basis for a not-to-exceed budget of \$34,400. An additional \$6,000 would be required if the Optional Task 4 is requested. The estimated level of effort and costs associated with performing the basic Scope of Work described above are summarized in Table 1.

Table 1. Estimated Level of Effort and Costs		
Description	Level of Effort, hours	Costs, dollars
Task 1. Evaluate Potable Water Demands for Buildout of the Proposed Project	34	\$8,000
Task 2. Prepare Water Supply Assessment	89	\$19,500
Task 3. Project Management, Meetings and Coordination	25	\$6,900
Total	148	\$34,400
Optional Task 4. Prepare a Supplemental Memo to Demonstrate Consistency with MPMW's 2020 UWMP	30	\$6,000
Total (with Optional Task 4)	178	\$40,400

West Yost will perform all work on a time and materials basis at our 2020 Billing Rate Schedule (attached) and will not exceed the estimated cost without written authorization. If additional work is identified that is not included in this scope of work, we will perform additional work only after receipt of the City's written authorization.

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SCHEDULE

West Yost will commence work on this Project immediately upon receiving Notice to Proceed from the City and will coordinate the preparation of the WSA with City staff.

This proposal is a firm offer for a period of 90 days from the date of this letter.

We look forward to assisting the City with this important project. Please do not hesitate to call me at 925-949-5810 or email me at pboissevain@westyost.com if you have any questions or need additional information.

Sincerely,
WEST YOST ASSOCIATES



Polly L Boissevain
Engineering Manager II
RCE #36164

PLB:ETD:jb

Attachments: West Yost Associates 2020 Billing Rate Schedule

ATTACHMENT A
2020 West Yost Associates Billing Rate Schedule



2020 Billing Rate Schedule

(Effective January 1, 2020 through December 31, 2020) *

POSITIONS	LABOR CHARGES (DOLLARS PER HR)
ENGINEERING	
Principal/Vice President	\$281
Engineering/Scientist/Geologist Manager I / II	\$267 / \$279
Principal Engineer/Scientist/Geologist I / II	\$242 / \$257
Senior Engineer/Scientist/Geologist I / II	\$217 / \$227
Associate Engineer/Scientist/Geologist I / II	\$187 / \$200
Engineer/Scientist/Geologist I / II	\$151 / \$175
Engineering Aide	\$86
Administrative I / II / III / IV	\$76 / \$96 / \$116 / \$128
ENGINEERING TECHNOLOGY	
Engineering Tech Manager I / II	\$275 / \$277
Principal Tech Specialist I / II	\$252 / \$263
Senior Tech Specialist I / II	\$231 / \$242
Senior GIS Analyst	\$211
GIS Analyst	\$199
Technical Specialist I / II / III / IV	\$147 / \$168 / \$189 / \$210
Cross Connection Specialist I / II / III / IV	\$110 / \$120 / \$135 / \$150
CAD Manager	\$168
CAD Designer I / II	\$130 / \$146
CONSTRUCTION MANAGEMENT	
Senior Construction Manager	\$272
Construction Manager I / II / III / IV	\$164 / \$176 / \$187 / \$237
Resident Inspector (Prevailing Wage Groups 4 / 3 / 2 / 1)	\$144 / \$160 / \$178 / \$185
Apprentice Inspector	\$130
CM Administrative I / II	\$70 / \$94
Field Services	\$185

- Technology and Communication charges including general and CAD computer, software, telephone, routine in-house copies/prints, postage, miscellaneous supplies, and other incidental project expenses will be billed at 6% of West Yost labor.
- Outside Services such as vendor reproductions, prints, shipping, and major West Yost reproduction efforts, as well as Engineering Supplies, etc. will be billed at actual cost plus 15%.
- Mileage will be billed at the current Federal Rate and Travel will be billed at cost.
- Subconsultants will be billed at actual cost plus 10%.
- Expert witness, research, technical review, analysis, preparation and meetings billed at 150% of standard hourly rates. Expert witness testimony and depositions billed at 200% of standard hourly rates.
- A Finance Charge of 1.5% per month (an Annual Rate of 18%) on the unpaid balance will be added to invoice amounts if not paid within 45 days from the date of the invoice.

* This schedule is updated annually



2020 Billing Rate Schedule (continued)

(Effective January 1, 2020 through December 31, 2020) *

Equipment Charges

EQUIPMENT	BILLING RATES
Gas Detector	\$80/day
Hydrant Pressure Gauge	\$10/day
Hydrant Pressure Recorder, Standard	\$40/day
Hydrant Pressure Recorder, Impulse (Transient)	\$55/day
Trimble GPS – Geo 7x	\$220/day
Vehicle	\$10/hour
Water Flow Probe Meter	\$20/day
Water Quality Multimeter	\$185/day
Well Sounder	\$30/day

* This schedule is updated annually